

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Jeffry Kettel,)	
)	
Plaintiff,)	
)	
v.)	No. 10 C 6212
)	
Worldwide Asset Purchasing, II, LLC, a)	
Nevada limited liability company and)	
FMS, Inc., an Oklahoma corporation,)	
)	
Defendants.)	<u>Jury Demanded</u>

COMPLAINT

Plaintiff, Jeffry Kettle, brings this action under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA"), for a finding that Defendants' debt collection actions violated the FDCPA, and to recover damages for Defendants' violation of the FDCPA, and alleges:

JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to § 1692k(d) of the FDCPA, and 28 U.S.C. § 1331.
2. Venue is proper in this District because: a) part of the acts and transactions occurred here; and b) Defendants reside and transact business here.

PARTIES

3. Plaintiff, Jeffry Kettel ("Kettel"), is a citizen of the State of Michigan, from whom Defendants attempted to collect a delinquent consumer debt owed for a Bank of America account, despite the fact that he was represented by the legal aid attorneys at the Chicago Legal Clinic's Legal Advocates for Seniors and People with Disabilities program ("LASPD"), located in Chicago, Illinois.

4. Defendant, Worldwide Asset Purchasing, II, LLC (“Worldwide”), is a Nevada limited liability company that acts as a debt collector, as defined by § 1692a of the FDCPA, because it regularly uses the mails and/or the telephone to collect, or attempt to collect, directly or indirectly, delinquent consumer debts. Worldwide operates a nationwide delinquent debt collection business and attempts to collect debts from consumers in virtually every state, including consumers in the State of Illinois.

5. Defendant Worldwide is a debt scavenger that specializes in buying large portfolios of defaulted consumer debts for pennies on the dollar, the full amount of which debts it then tries to collect through other debt collectors, like Defendant FMS, Inc.

6. Defendant Worldwide is licensed to conduct business in the State of Illinois and maintains a registered agent within the State of Illinois, see, record from the Illinois Secretary of State, attached as Exhibit A. In fact, Worldwide conducts business in Illinois.

7. Defendant Worldwide is licensed as a debt collection agency in the State of Illinois, see, record from the Illinois Division of Professional Regulation, attached as Exhibit B. In fact, Worldwide acts as a collection agency in Illinois.

8. Defendant, FMS, Inc. (“FMS”), is an Oklahoma corporation that acts as a debt collector, as defined by § 1692a of the FDCPA, because it regularly uses the mails and/or the telephone to collect, or attempt to collect, directly or indirectly, delinquent consumer debts. FMS collects delinquent debts from consumers in virtually every state, including consumers in the State of Illinois.

9. Defendant FMS is licensed to conduct business in the State of Illinois and maintains a registered agent within the State of Illinois, see, record from the Illinois Secretary of State, attached as Exhibit C. In fact, FMS conducts business in Illinois.

10. Defendant FMS is licensed as a debt collection agency in the State of Illinois, see, record from the Illinois Division of Professional Regulation, attached as Exhibit D. In fact, FMS acts as a collection agency in Illinois.

FACTUAL ALLEGATIONS

11. Mr. Kettel is a disabled man, with limited assets and income, who fell behind on paying his bills, including a consumer debt he owed for a Bank of America account. At some point in time after that debt became delinquent, it was bought by Defendant Worldwide, and when Worldwide began trying to collect this debt from Mr. Kettel, he sought the assistance of the legal aid attorneys at the Chicago Legal Clinic's LASPD program, regarding his financial difficulties and Defendants' collection actions.

12. Specifically, Defendant Worldwide hired another debt collector, Niagara Credit Solutions, Inc. ("Niagara"), to demand payment of the Bank of America/Worldwide debt from Mr. Kettel. Accordingly, on October 16, 2009, one of Mr. Kettel's attorneys at LASPD informed Defendant Worldwide, through its agent, Niagara, that Mr. Kettel was represented by counsel, and directed Worldwide to cease contacting him, and to cease all further collection activities because Mr. Kettel was forced, by his financial circumstances, to refuse to pay his unsecured debt. Copies of this letter and fax confirmation are attached as Exhibit E.

13. Nonetheless, despite being advised that Mr. Kettel was represented by counsel and refused to pay the debt, Defendant Worldwide then had Defendant FMS send Mr. Kettel a collection letter, dated July 20, 2010, which demanded payment of the

Bank of America/Worldwide debt. A copy of this collection letter is attached as Exhibit E.

14. Accordingly, on August 3, 2010, Mr. Kettel's LASPD attorney sent Defendants FMS and Worldwide a letter, directing them to cease communications and to cease collections. Copies of this letter and fax confirmation are attached as Exhibit G.

15. All of Defendants' collection actions complained of herein occurred within one year of the date of this Complaint.

16. Defendants' collection communications are to be interpreted under the "unsophisticated consumer" standard. See, Gammon v. GC Services, Ltd. Partnership, 27 F.3d 1254, 1257 (7th Cir. 1994).

COUNT I
Violation Of § 1692c(c) Of The FDCPA --
Failure To Cease Communications And To Cease Collections

17. Plaintiff adopts and realleges ¶¶ 1-16.

18. Section 1692c(c) of the FDCPA prohibits a debt collector from communicating with a consumer after a direction to cease communications, and from continuing to demand payment of a debt that the consumer has indicated that they refuse to pay. See, 15 U.S.C. § 1692c(c).

19. Here, the letter from Mr. Kettel's agent, LASPD, told Defendants to cease communications and to cease collections. By continuing to communicate regarding this debt and demanding payment, Defendants violated § 1692c(c) of the FDCPA.

20. Defendants' violation of § 1692c(c) of the FDCPA renders them liable for statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. § 1692k.

COUNT II
Violation Of § 1692c(a)(2) Of The FDCPA --
Communicating With A Consumer Represented By Counsel

21. Plaintiff adopts and realleges ¶¶ 1-16.

22. Section 1692c(a)(2) of the FDCPA prohibits a debt collector from communicating with a consumer if the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address. See, 15 U.S.C. § 1692c(a)(2).

23. Defendants knew, or readily could have known, that Mr. Kettel was represented by counsel in connection with his debts because his attorneys at LASPD had informed Defendant Worldwide, in writing, through its agent, that Mr. Kettel was represented by counsel, and had directed a cessation of communications with Mr. Kettel. By directly sending Mr. Kettel a collection letter, despite being advised that he was represented by counsel, Defendants violated § 1692c(a)(2) of the FDCPA.

24. Defendants' violation of § 1692c(a)(2) of the FDCPA render them liable for statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. § 1692k.

PRAYER FOR RELIEF

Plaintiff, Jeffry Kettel, prays that this Court:

1. Find that Defendants' debt collection actions violated the FDCPA;
2. Enter judgment in favor of Plaintiff Kettel, and against Defendants, for statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and,
3. Grant such further relief as deemed just.

JURY DEMAND

Plaintiff, Jeffry Kettel, demands trial by jury.

Jeffry Kettel,

By: /s/ David J. Philipps
One of Plaintiff's Attorneys

Dated: September 28, 2010

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